

**A G R E E M E N T**

**BETWEEN**

**TOWNSHIP OF WASHINGTON**

**COUNTY OF WARREN, STATE OF NEW JERSEY**

**AND**

**TEAMSTERS LOCAL UNION NUMBER 469**  
**AFFILIATED WITH THE**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

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**January 1, 2013 through December 31, 2015**

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## **ARTICLE I**

### **PREAMBLE**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
by and between TOWNSHIP OF WASHINGTON, a municipal corporation of the State of New  
Jersey, with its principal place of business at 211 Route 31 North, Washington, County of Warren  
and State of New Jersey, (hereinafter referred to as the "Township"), and Teamsters Local Union  
No. 469, with its principal place of business at 3400 Route 35, Suite 7, Hazlet, New Jersey 07730  
the duly appointed representative of all full-time blue collar employees employed by the  
Washington Township Public Works Department, (hereinafter referred to as the "Union"),  
represents the complete and final understanding on all bargainable issues between the Township  
and the Union.

### **WITNESSETH:**

WHEREAS, the parities hereto collectively bargained to promote and improve industrial and  
economic relations between the Township and the employees and to set forth herein an agreement  
covering the rate of pay, hours of work, and other conditions of employment to be observed by the  
parties hereto:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants  
hereinafter entered into for other good and valuable consideration, the parties hereto agree to the  
following:

## **ARTICLE II**

### **RECOGNITION / UNION RIGHTS**

A. The Township hereby recognizes the Union as the sole and exclusive bargaining agent for all permanent, full-time employees now employed or to be employed as blue collar workers in the Washington Township Public Works Department. Said unit does not include the Certified Public Works Manager, (hereinafter referred to as the CPWM) supervisory employees, office and clerical employees of the Township, police, firefighters, professional employees, craft employees, confidential employees and managerial executives within the meaning of the Act.

B. An “employee” shall be defined to include all bargaining unit members, subject to Public Works Department supervision and direction, the plural as well as the singular, and to include males and females.

C. Employees shall have the right to organize, join and support the Union for the purposes of engaging in collective negotiations or to refrain from doing same. Employees shall not be discouraged, coerced or discriminated against by the Township or the Union with respect to hours, wages or any other terms and conditions of employment by reason of membership or non-membership in the Union or participation or non-participation in any of its lawful activities.

## **ARTICLE III**

### **WAGES**

A. The base annual salaries for the years 2013, 2014 and 2015 for all Department of Public Works employees will receive the hourly salary they were receiving, with increase(s) in said hourly salaries (where applicable) as follows:

1. 2013 (effective January 1<sup>st</sup>) - CPI-U plus 1.0% for the New Your-Northern New Jersey region - NOT less than 2% NOR MORE than 3.5% (based on the 12 month period ending November 30<sup>th</sup> of the preceding year);
2. 2014 (effective January 1<sup>st</sup>) - CPI-U plus 1.0% for the New York-Northern New Jersey region - NOT less than 2% NOR MORE than 3.5% (based on the 12 month period ending November 30<sup>th</sup> of the preceding year).
3. 2015 (effective January 1<sup>st</sup>) - CPI-U plus 1.0% for the New York-Northern New Jersey region - NOT less than 2% NOR MORE than 3.5% (based on the 12 month period ending November 30<sup>th</sup> of the preceding year).

B. For all employees hired on or after January 1, 2010, said employees shall receive the following salary steps until they reach the Labor salary guide:

1. Probationary/Entry Level (must serve in this position for the entire period of probation) - 14.00/hour (see also page 39 Article XXI Probationary Employees)
2. If the employee successfully completes the probation period, and is recommended for full employment by the CPWM and confirmed by the Township Committee, he/she shall be entitled to the hourly salary of an amount that is \$2000.00 less than the employees mentioned above (Section B) and covered under this contract, with increase(s) in said annual hourly salaries as described in paragraph A. above.
3. Assistant Foremen are appointed at the recommendation of the CPWM and confirmed by the Township Committee, he/she shall not be allowed to hire, fire or discipline. The position may or may not be filled upon the discretion of the CPWM or by the Township Committee, and no additional Assistant Foremen will be added unless agreed upon by both parties. He/she shall be entitled to the hourly salary of existing laborers covered under this contract plus and additional rate as follows:

Assistant Foreman #1 - not to exceed + \$2.50 per hour

4. Seasonal/Temporary Employees shall not operate heavy equipment (i.e., backhoe, grader, front end loader and the like). Seasonal/Temporary employees will not be part of the bargaining unit and the salary will be determined by the Township Committee.
5. Seasonal/Temporary/Park Employees shall be from March 15 through October 31 of each calendar year and shall not operate heavy equipment (i.e., backhoe, grader, front end loader and the like). Seasonal/Temporary employees will not be part of the bargaining unit and the salary will be determined by the Township Committee (Seasonal/Temporary/Park Employees shall be permitted de minimis usage elsewhere in the DPW).
6. The designated title of Equipment Operator referred to in the Township Salary Ordinance shall cease to exist once the current holder of the said titled employment with the Township has ended and the salary ordinance is amended and adopted by the Township Committee.

The salaries set forth in Section B above shall not be increased during the duration of this Agreement.

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## **ARTICLE IV**

### **INJURY LEAVE**

A. Whenever a permanent full-time employee, subject to this Agreement, is incapacitated for duty because of an injury sustained or incurred in the performance of his duty, he shall be entitled to injury leave, if the prognosis of the Township physician is that the employee will return to regular duty by the completion of said leave, at the rate of pay in existence at the time of his injury for a period of not more than three (3) months commencing with the date of the injury. The actual length of said leave shall be determined by the Township Committee or designee. Any temporary disability insurance or workers' compensation payments shall be credited toward the full pay of the employee so that no employee shall receive more than the pay they would normally receive if they were working. Incapacity shall be defined as being physically unable to perform any job function within the bargaining unit. The CPWM or designee reserves the right to require an employee to work in a job function within this bargaining unit, even if he is injured on duty and cannot perform his normal primary job functions.

B. The Township shall pay hospital, medical and surgical expenses incurred by any employee, subject to this Agreement, who is injured in the performance of his duty while he is subject to Section "A" of this Article, subject to any normal normally required employee contributions toward insurance.

C. Employees that are injured while working, whether slight or severe, must make a report within the scheduled hours of the working day of the injury thereof to the CPWM or designee. Failure to make such report will discredit the insurance claims of the employee for such injury; if, however, the insurance carrier later verifies the injury, the benefits will only become effective under this contract as of the verification date.

D. In the sole discretion of the CPWM or designee, the employee must submit to an examination by a physician appointed by the Township with the complete expense of such examination to be borne by the Township. If the employee refuses to submit to an examination or refuses to follow the instructions of the attending physician, the time lost shall be considered sick leave, pursuant to Article V of the Agreement, except that no extended sick leave as set forth in that Article shall be available to the employee.

E. Failure to wear or use required safety equipment shall be cause for disciplinary action and may be reason not to grant injury leave.

F. All required safety equipment will be posted on the bulletin board at the Public Works Department main break room.

G. An employee requesting injury leave under this Article shall not engage in any other employment activity, either with the Township or with another employer, except as set forth herein. Any employee who is found to be engaged in employment with any other employer will be subject to suspension of injury leave benefits and immediate termination by the Township.

H. All employees, prior to reporting for regular duty, overtime and/or call-in work, will be required to provide notification to the CPWM or designee of any condition of personal health or any other condition detrimental to safety. (Examples: taking of prescriptions or over-the-counter medications, off-duty injuries or emotional stress).

I. Any employee who is found to have altered, circumvented, removed and/or otherwise rendered inoperative any safety switch, shield, brake and/or device, without the CPWM's approval, shall be immediately terminated.

## **ARTICLE V**

### **SICK LEAVE / PERSONAL LEAVE**

A. Sick leave, or absence from work due to illness or disability, as used herein, is defined as leave which may be granted to each employee, as noted herein, who:

1. Through illness becomes incapacitated or by an off-duty injury becomes incapacitated to such an extent that it is impossible for the employee to perform his duties; or,

2. Is quarantined by the Board of Health or by a physician's written instruction because the employee has been exposed to a contagious disease.

3. Sick leave includes attendance upon an immediate family member. Immediate family is defined as husband, wife, children, parents or any other relative living in the household. Attendance as defined above shall be limited to one (1) consecutive day.

B. Employees, when sick, shall be responsible for notifying the CPWM or designee of any place of confinement or change in the place of confinement. If an employee is unable to report such confinement or change thereof, a relative or other responsible person shall advise the CPWM or designee as to their place of confinement or change in their place of confinement. The employee will be responsible for notifying the CPWM or designee no later than one (1) hour before the start of his schedule work day in order to be eligible pursuant to this Article, for sick leave. When the employee is at his place of confinement, he is restricted to such, except for visits to his pharmacist or physician, when the employee is out sick. All employees, whether sick or injured, shall not leave the State of New Jersey for more than one (1) twenty-four (24) hour period, except with written approval of the CPWM or designee or by written authorization of the employee's attending physician.

C. When an employee does not report for duty for a period of greater than three (3) consecutive days because of sickness, he shall show proof of his inability to work by submitting

to the CPWM a certificate, signed by the physician in attendance, to the effect that said employee was not, on the date(s) of leave in question, physically able to perform any duty connected with his job. If requested, the employee shall submit to an examination by a physician appointed by the Township, under any circumstance, to substantiate an illness at the complete expense of such examination to be borne by the Township. If the CPWM determines a pattern or suspects abusive illness exists, or persistent occurrence of one (1) day or two (2) day absences appear on the employee's record, the CPWM or designee shall have the right to demand a physician's certification of illness notwithstanding the three (3) day limitation. Furthermore, the Township reserves the right to request documentation of illness at any time.

D. In all cases of reported illness or disability suffered by an employee, the Township reserves the right to send a physician to examine or report on the condition of the patient to the CPWM or designee. If a suspected period of illness or disability of the employee is for a lengthy time, the CPWM or designee may require interim reports on the condition of the patient at weekly intervals from the attending physician and/or Township physician.

E. Temporary, season and/or probationary employees shall not be eligible for sick leave with pay.

F. No employee shall be allowed to endanger the health and well-being of other employees. In light of this, the employee may be directed to take sick leave by the CPWM. The CPWM may direct the employee of the Township physician for an opinion as to the eligibility of the employee(s) to continue at work if the employee(s) does not accept said direction.

G. The recommendations of the Township physician, as well as those of the attending physician, as to the justification of the absence from duty on account of disability or the fitness of the employee to return to duty shall be considered by the CPWM in determining whether or not to reinstate the employee. The CPWM reserves the right in such cases where there is a difference of

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professional opinion between the Township physician and the employee's personal physician to require the employee to submit to an examination by a third (3<sup>rd</sup>) doctor.

H. In charging the employee with sick leave, where applicable, the smallest unit to be considered is one-half (½) of a work day.

I. Sick leave with or without pay shall not be allowed for such things as ordinary dental care, nor for any other professional services that may normally be scheduled within the employee's regular time off, nor when the illness or disability is of sufficient severity to justify the employee's absence and/or the employee's refusal to report to the Township physician after being requested to do so. The utilization of sick leave for elected medical services will not be considered without sufficient medical evidence of scheduling the medical or dental services can only be accomplished during the work day.

J. An employee who is absent for a period of five (5) consecutive working days and does not notify the CPWM or designee shall be determined to have abandoned his position and shall be considered terminated.

K. An employee, pursuant to this Article, shall not engage in any other employment activity with another employer. An employee who is found to be engaged in employment with any other employer will be subject to suspension of sick benefits, where applicable, and disciplinary action.

L. An employee on sick leave receiving his normal compensation and who, in addition, qualifies for payment under Workmen's Compensation and/or Temporary Disability laws shall, during the period he receives such benefits, be entitled only to that portion of his regular pay that, when added to either the worker's compensation payments or temporary disability payments or both, equals his normal pay. No employee while receiving such payments shall receive more than the full salary he would have received at the time of the injury.

- M. Abuse of sick leave shall be cause for disciplinary action.
- N.
  - 1. On January 1<sup>st</sup> of each calendar year, each employee shall be issued fifteen (15) "sick days" which must then be earned on a pro-rated basis during the course of that year. Three (3) of these "sick days" may be used as personal leave days as set forth in Section O below.
  - 2. At the end of the calendar year, each employee may elect either of the following options:
    - a. Place all of the unused sick days for the year in a cumulative "sick leave bank" to be utilized at a future date; or
    - b. Receive compensation, at the employee's straight-time eight (8) hour daily rate, for one-third ( $\frac{1}{3}$ ) of the unused sick days for that year, and forfeit the remaining unused sick days for that year.
  - 3. All days placed in an employee's "sick leave bank" shall be used only for sick leave, and shall never be exchanged for any form of compensation.
  - 4. The employee's current calendar year sick day allotment must be exhausted prior to utilizing any of the accumulated "sick leave bank" days.

O. Employees shall be granted personal leave days to attend to personal business that cannot be done outside of normal working hours. Said days may be taken on a one-half ( $\frac{1}{2}$ ) day fractional basis. The use of personal leave days must be requested and arranged with the CPWM or Township Liaison 48 hours in advance except in the case of an emergency.

## **ARTICLE VI**

### **HEALTH BENEFITS**

A. The Township shall provide all employees, as modified in this Agreement, full health and medical benefit coverage, extended to the entire family of the employee, including spouse and all unmarried and unemancipated children, whether natural born or adopted, and any step-children who have not yet attained the age of nineteen (19) and are actually members of the employee's immediate family.

B. 1. The Township shall provide enrollment for the employees in a hospital and medical plan which provides equal to or better than the plan in effect on the date of the signing of this Agreement. Maternity benefits shall be included.

2. Effective January 1, 2013, each employee shall make a contribution towards the costs of health benefits in pursuant to P.L. 2011 Chapter 78 of the State of New Jersey.

3. The parties agree to abide by and follow all statutory mandates which impact on this Article.

4. The parties agree that the employees covered under this agreement will be notified 2 months prior to any proposed change in health insurance coverage and be provided efficient information of insurance options being considered by the Township.

C. 1. The Township shall provide enrollment for employees in this bargaining unit in a dental insurance plan with the following minimum benefits:

Maximum benefit (per individual, per year) - \$1,000.00

Deductible \*\* - \$25.00

Co-insurance preventive services - 100%

Co-insurance basic services - 80%

**Co-insurance major services - 50%**

\*\* The deductible does not apply to preventive services and these need only be a maximum of two (2) deductible amounts satisfied under family coverage.

2. Single employees shall be provided the dental plan at no cost to the employee. Married employees agree to contribute eighteen (\$18.00) dollars per month (deductible from pay) toward the cost of the family dental plan. Such contribution may be increased from year to year as costs rise.

D. Each employee may voluntarily elect to reduce the medical and/or dental insurance directly provided by the Township for the employee and/or his/her family in order to avoid dual coverage by the Township and the employee's spouse. The employee has the option to reduce his/her number of family members covered (i.e., from family coverage to single coverage or husband/wife coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elects to reduce the coverage provided by the Township, the employee shall receive twenty (20%) percent of the difference between the original coverage premium and the reduced coverage premium for the period of time the employee receives the reduced coverage. The employee may return to previous coverage status by providing ninety (90) calendar days' written notice to the Township's Chief Municipal Finance Officer requesting upgraded coverage. The same process holds for the reduction of coverage status.

## **ARTICLE VII**

### **BEREAVEMENT LEAVE**

A. As used herein, bereavement leave shall be defined as a leave of absence from work to attend to one or more of the following regarding the deceased:

- 1) Travel to and from the locale of the funeral services;
- 2) Attendance at the funeral services;
- 3) Making arrangements for the funeral services;
- 4) Completion of post-funeral documents and/or details; and/or
- 5) Period of mourning.

B. Each employee in the beginning unit shall be granted up to three (3) consecutive calendar days without loss of pay from either the day of death or day of funeral (at the employee's option) for the bereavement leave, as defined above, in relation to the death of any of the following persons: spouse, children, mother, father, brother, sister, mother-in-law, father-in-law and grandparents.

C. Each employee in the bargaining unit shall be granted one (1) day of bereavement leave (day of funeral) as defined above, without loss of pay, in relation to the death of any of the following persons: brother-in law and sister-in-law

D. Notification of the need for bereavement leave shall be made immediately to the CPWM or designee.

E. Bereavement leave shall not be in addition to any holiday, vacation or other paid leave.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of the employee having the grievance to discuss the matter informally with the CPWM.

C. In regard to the Township and the employees covered by this Agreement, the term "grievance", as used herein, means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent:

#### **Step 1:**

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Supervisor for the purposes of resolving the matter informally. Failure to act within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

#### **Step 2:**

If the parties are unable to informally resolve the matters within the parameters of Step 1, such appeal shall be presented to the CPWM or designee within ten (10) calendar days thereafter. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The CPWM or designee shall respond, in writing, within ten (10) calendar days of the submission.

**Step 3:**

If the Union wishes to appeal the decision of the CPWM or designee, such appeal shall be presented, in writing, to the Township Committee or designee, through the Township Clerk, within five (5) calendar days after the response of the CPWM or designee or the time in which such answer would be filed. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee or designee shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission or within ten (10) calendar days of the Township Committee meeting following the submission of the grievance, whichever is later.

**Step 4:**

1. In the event the grievance has not been resolved at Step 3, the Union may refer the matter to arbitration within ten (10) calendar days of the Township Committee or designee's decision. The arbitrator shall be chosen in accordance with the rules of the New Jersey State Board of Mediation.
2. The arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
3. Only one (1) grievance may be submitted to an arbitrator unless both parties agree in writing to expand the arbitration procedure.
4. The arbitrator shall set forth his findings of facts and conclusions of law for making the award, which shall be rendered within thirty (30) days of the close of the record. The decision of the arbitrator shall be final and binding subject to the provisions of law.

5. The cost of the services of the arbitrator shall be borne equally between the Union and the Township if necessary. All other expenses incurred including, but not limited to the presentation of witnesses shall be paid to the party incurring same.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed at any step in the grievance procedure, the grievance shall be deemed to have been denied. Nothing herein shall prevent the parities from mutually agreeing to extend or contract the time limits at any step in the grievance procedure.

## **ARTICLE IX**

### **VACATIONS**

A. All full-time employees (those employees who work thirty-five (35) hours or more per week, excluding lunch hours), upon completion of six (6) continuous months of service shall be granted one (1) day of vacation with pay for each full month of service rendered from the first day of employment, up to a maximum of five (5) days. The employee(s) shall take his or her initial earned vacation days in the calendar year remaining after the six (6) month anniversary. Temporary, seasonal, part-time permanent and/or probationary employees shall not be eligible for any provision of this Article.

B. Beginning on the January 1<sup>st</sup> following the six (6) month anniversary and each subsequent January 1<sup>st</sup> thereafter, the employee shall be granted earned vacation leave with pay as follows

<u>CONTINUOUS COMPLETED YEAR OF SERVICE</u>	<u>ANNUAL VACATION LEAVE</u>
One (1) year of service through four (4) years of service	10 working days
Beginning of the fifth (5 <sup>th</sup> ) year of service	15 working days
Beginning of twelfth (12 <sup>th</sup> ) year of service	20 working days
Beginning of the seventeenth (17 <sup>th</sup> ) year of service	25 working days

Vacation leave must be earned in the prior year before it can be taken. The number of years of service to the Township for purposes of vacation will be determined as of December 31<sup>st</sup> of each year. Vacation leave shall be scheduled for the mutual convenience of the Township and the employees. It is the further policy of the Township that each employee take advantage of the authorized vacation period(s) for reasons of health, rest, relaxation and pleasure and thus extra

compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the Township. Vacations shall be scheduled by the CPWM so as not to interfere with the normal and efficient operation of the Department.

C. Request for vacation leave of three (3) or more consecutive working days shall be submitted by March 15<sup>th</sup>. In preparing the vacation schedule, preference shall be given on the basis of seniority when practicable and consistent with the efficient operation of the Department. However, once granted, the seniority preference shall not be exercised again in the same year. The CPWM or designee shall have the right to schedule vacations so as to obtain the manpower necessary to maintain adequate coverage.

D. For the purposes of this policy, a year shall be considered as the calendar year commencing January 1<sup>st</sup> and terminating December 31<sup>st</sup>. All vacation leave with pay must be earned before it can be taken. Earned vacation leave not taken in the year scheduled shall be forfeited. However, the Township Committee, upon recommendation of the CPWM and Township Committee liaison, may, for good and sufficient cause shown, allow any part or all of the earned vacation leave to be taken in the year immediately following that in which it is scheduled to be taken.

E. Vacation leave shall be taken at the scheduled time. However, a change may be made for good cause if the change is mutually acceptable to the employee and the CPWM or designee. The CPWM, or Township Committee liaison, where applicable, may, for good and sufficient cause shown, suspend any vacation leave and require that it not be taken. An employee shall not be credited with additional paid vacation leave until the beginning of the next calendar year. All vacation leave with pay shall be granted at the employee's regular "straight-time" rate of pay. Whenever a recognized holiday shall occur within an employee's approved vacation period, the employee shall be granted an additional day of vacation. Vacation leave, once begun,  
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shall count as the employee's vacation time even though illness or disability occurs during the vacation period.

F. Any unused vacation leave earned in a given year shall be paid to the employee upon voluntary separation unless the employee terminates service without providing at least thirty (30) calendar day's prior written notice to the Township Committee. If an employee is entitled to paid vacation leave at the time of his/her death, his/her estate shall receive the earned vacation pay.

G. Continuous service, as set forth herein, shall be defined to mean employment with the Township without actual interruption due to resignation, removal and retirement. Periods of employment before and after suspension or leave without pay, and layoff shall be considered continuous service less any leave time covered by the provisions herein.

H. Irrespective of above, Public Works Department employees are aware of the fact that their jobs include working during ice and snow season (December 15 - March 15). During this period, vacation leave shall be kept to a minimum and the Township reserves the right to further limit and/or forbid vacation leave during all or part of this period in order to insure necessary manpower for ice and snow removal.

## ARTICLE X

### HOLIDAYS

A. The following days shall be recognized as Township holidays for purposes of this Agreement:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

B. Whenever a recognized holiday falls on a Sunday, the holiday shall be observed on the immediately following Monday, if it is generally observed as such in the community. Whenever a recognized holiday falls on a Saturday, the holiday shall be observed on the immediately preceding Friday, if it is generally observed as such in the community.

C. Whenever a recognized holiday occurs within an employee's official approved vacation period, the employee shall be granted an additional day of vacation.

D. Each full-time permanent employee shall be eligible for holiday pay, provided that he/she:

1. Has been continuously employed in a full-time permanent position with the Township for at least the three (3) immediately preceding months; and
2. Is on the job and available for work his/her last scheduled work day before the holiday(s) and the first scheduled work day after the holiday(s), even though in different work weeks, except in cases of verifiable illness or injury.

E. Each full-time permanent employee shall be compensated for each recognized holiday at his/her regular rate of pay. That is:

1. Each full-time permanent hourly employee shall be granted the day off from work and receive pay at his or her regular "straight-time" rate of pay for his or her normal daily hours of work;
2. Each full-time permanent salaried employee shall be granted the day off from work with no loss of pay;
3. Employees other than full-time permanent employees shall not be eligible for holiday pay.

F. Whenever any full-time permanent hourly employee is required to work on a recognized holiday, he/she shall receive:

1. His or her regular pay for the holiday as set forth in Section E (1) above, plus
2. Pay at one and one-half (1½) times his/her regular "straight-time" rate for all hours worked.

G. Employees other than full-time permanent employees whose regularly scheduled work day occurs on a recognized holiday shall be granted the holiday off without pay.

H. The observance of religious holidays, other than those listed in Section 2 above, may be granted to any full-time permanent employee and charged against earned vacation leave with pay.

## **ARTICLE XI**

### **OVERTIME/COMPENSATORY TIME**

A. Overtime shall be paid for all work performed in excess of eight (8) hours in a day or forty (40 hours per week). Overtime shall be paid at the rate of one and one-half (1½) times the computed hourly rate.

B. Overtime may be distributed as equally as practical among the employees qualified and capable of performing the work available, except in an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime. However, the CPWM reserves the right to assign overtime to the most qualified employee(s). Record keeping determining equalization of overtime shall begin on January 1<sup>st</sup> of each year of this Agreement.

C. Overtime work shall be kept to a minimum, if possible, and must be authorized in advance by the CPWM or designee. The reasons for granting the overtime shall be noted on the time report and certified by the CPWM or designee. Failure to receive permission to work overtime, if the employee should work such, will result in disciplinary action being taken against the employee for taking unauthorized overtime. Reports of all overtime work, supported by the reason thereof, and shall be submitted to the CPWM. All questions relating to the contents of the overtime report shall be brought to the attention of the CPWM. All overtime operations shall be conducted according to established departmental procedures, guidelines and/or policies.

D. In any week there is an authorized holiday, such holiday shall be credited to the employee as a normal work day in computing his compensation for overtime pay. Vacation and

sick days shall be credited to the employee as a normal work day in computing his compensation for overtime pay.

E. Overtime pay shall be based on the employee's base salary rate (employee's total base salary divided by 2080 or one and one-half (1½) times the employee's base hourly rate.

F. With approval of the Public Works Manager employees covered under this contract are eligible for compensatory time off in lieu of pay for extra hours worked beyond the normal work week. Compensatory time must be used within three hundred sixty five (365) days/one year from the time it was earned and capped at 60 hours earned per calendar year. [All hours accrued as of December 31, 2012 to be continued and added to the 2013 allotment of sixty days but is still subject to the one hundred eighty days (180) usage allotment from the prior contract] Employees shall earn compensatory time off as set forth under the provisions of the Fair Standards Act.

G. Any unused compensatory time earned during the year shall be paid to the employee upon resignation, layoff and/or retirement.

## **ARTICLE XII**

### **SAFETY**

A. The Township shall do all that is reasonable necessary to maintain safe working conditions and to fulfill the legal requirements to maintain its premises in a safe condition. However, anything contained herein to the contrary notwithstanding, the Township does not hereby waive any legal defense it may have.

B. The Township will post a list of necessary safety equipment for all jobs maintained by this bargaining unit. Employees will be required to familiarize themselves with the necessary equipment and wear it during working hours. Failure to wear the required equipment will result in disciplinary action.

C. The Township shall have, at the CPWM's discretion, the prerogative of requiring an employee to replace any and/or all personal safety protective equipment which has been abused and/or neglected.

D. The CPWM or designee shall have the authority to immediately suspend without pay, pending investigation, and employee deemed to be using assigned tools and equipment in a reckless and/or unsafe manner.

## **ARTICLE XIII**

### **MANAGEMENT RIGHTS**

A. Subject to the provisions of this Agreement, the Township reserves to itself sole jurisdiction and authority over matters of policy, and further, the Township specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, the United States, and any other relevant and applicable laws, to do at least the following:

1. To direct the employees of the Township;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement;
3. To demote, discharge or take any other disciplinary action for cause against employees covered by this Agreement;
4. To make assignments, work and schedule shifts, including overtime assignments.
5. To maintain the efficiency of the Township's operations that is entrusted to it;
6. To determine the method, means and personnel by which such operations are to be conducted; and
7. To take any other lawful action, with respect to its employees, as permitted.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express

terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

D. Whenever a permanent full-time employee, subject to this Agreement, is incapacitated from duty because of an injury sustained or incurred in the performance of his duty, or a period of illness of the employee, (Article V), Military Leave (Article XV), Family Leave Act or any other long term separation that is beyond two weeks and it is anticipated that the duration of such an event will be for a lengthy time. It is up to the discretion of the township committee to fill that position temporarily, until the permanent full-time employee returns to work, with a temporary employee to work a thirty five hour week of the absent permanent full-time employee until he returns to work. This temporary employee will not exceed the 90 day period (probationary period) and/or be part of the bargaining unit, the employee will not receive any benefits that would normally accrue to a full-time permanent employee of the Township such as sick leave or vacation days, and the hourly rate will be determined by the Township Committee.

## **ARTICLE XIV**

### **WORKING HOURS**

A. The regular work week for all permanent, full-time employees shall be eight (8) hours a day, Monday through Friday, for a total of forty (40) hours per week, which includes a thirty (30) minute unpaid lunch period per day. The "normal" work week shall be set by the Township.

B. Employees shall be entitled to one (1) rest period/coffee break per day for no more than fifteen (15) minutes in the morning. This break shall be counted as hours worked and the employee must not leave the designated area. As for the meal period, employees must be completely relieved from duty for the purpose of eating regular meals. When the Township determines that a task must be performed during the regular lunch period or rest period, the Township shall require that the employees alternate their lunch periods and/or rest periods in accordance with a schedule determined by the CPWM or designee. The meal period shall last no longer than thirty (30) minutes. Only under unusual circumstances, as approved by the CPWM or designee, may an employee forego a meal and/or rest period. The CPWM or designee should schedule the employee's meal and rest period (coffee break) which is compatible with workload and adequate coverage.

## **ARTICLE XV**

### **MILITARY LEAVE**

A. 1. Permanent, full-time employees who enter upon active duty with the military or naval service in war time emergency, or a reserve of any branch of the armed forces or member of the National Guard, who shall be called up for active duty into the armed forces under war time emergency shall be granted a leave of absence for a period of service (not to exceed the legal requirements of such) and three (3) months thereafter. In case of a service connected illness or wound which prevents the employee from returning to his employment, such leave may be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the employee's date of discharge.

2. Pursuant to the laws of the United States (i.e. Veterans Reemployment Rights), an employee who is called in to active duty as set forth above and wishes to return to a job with the Township covered by this Agreement will be entitled to return to a job so long as he meets the requirements and responsibilities of the Veterans Reemployment Rights law and/or any other Federal or State law which is applicable.

B. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the military service or who accepts a regular commission shall be considered as having abandoned his employment and therefore resigned.

C. A permanent full-time employee who enlists in a reserve component of the armed forces of the United States or is otherwise required to perform an initial period of active duty for

training shall be granted a leave of absence for such period of training. Such leave is not considered military leave.

D. An employee with provisional, temporary and/or part-time status who enters upon active duty with the Armed Forces or who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training shall be recorded as having resigned his position.

E. A permanent full-time employee who is a member of the National Guard or naval militia or a reserve component of any of the armed forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation. The Township further agrees to allow the necessary time for any employee in the reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time for scheduled work time lost.

F. A full-time, temporary and/or provisional employee or part-time employee who is a member of the National Guard or of the naval militia or a reserve component of the armed forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave absence with or without pay as determined by the Township Committee.

## **ARTICLE XVI**

### **JURY DUTY**

A. An employee who is called for jury (petit or grand) duty shall be paid (8) hours straight time for scheduled working time lost.

B. When an employee receives notice of jury (petit or grand) duty, he shall immediately advise the CPWM or designee, who In turn shall notify the Township Clerk and Township Chief Financial Officer, so that the required deduction of juror's pay can be made from regular pay and a copy of the jury summons can be placed in the employee's personal file.

C. Any employee called for jury (petit or grand) duty shall be required to return to work when not actively serving on a jury or when released prior to noon time of his scheduled shift.

D. Upon completion of jury (petit or grand) duty, the employee shall obtain a Certificate of Jury Service from the Warren County Sheriff's Office showing the time spent on jury (petit or grand) duty. The employee shall forward this form to the CPWM, who shall send it to the Township Clerk for inclusion in the employee's personal file.

E. There shall be an understanding by and between the Township and the members of the Union that in the event of an emergency, the Township will endeavor to exempt employees from serving jury (petit or grand) duty.

## **ARTICLE XVII**

### **NON-DISCRIMINATION**

The Township and the Union agree that all employees covered under this Agreement shall have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## **ARTICLE XVIII**

### **MAINTENANCE OF WORK OPERATIONS**

A. The Union hereby covenants and agrees that for the entire term of this Agreement, neither the Union or anyone acting on its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in the strike, work stoppage, slowdown, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Union will publicly disavow such action to cease desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

C. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

D. In the event any violation of the previous paragraph occurs which is unauthorized

by the Union, i.e., a “wildcat strike” or any other job action identified above, the Township agrees there shall be no liability on the part of the International or Local Union or any of their officers or agents, provided that the Union promptly orders its members to return to work. Failure of employees to return to work after being so ordered by the Union shall be cause for dismissal.

E. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

## **ARTICLE XIX**

### **DUES CHECK OFF**

A. Payroll deductions for dues to the Union from members who are employees of the Township covered by this Agreement shall be made by the Township upon the submission to the Township by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union at regular intervals.

B. The Township will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address, 3400 Route 35, Suite 7, Hazlet, New Jersey 07730 provided that the Union shall previously have notified the Township of the amount of dues and initiation fees to be deducted and shall have furnished the Township with the signed voluntary written assignment of each member whose dues and/or initiation fees are to be deducted.

C. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

## **ARTICLE XX**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held invalid by operation of law or by a court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be effected thereby and shall continue in full force and effect.

## **ARTICLE XXI**

### **PROBATIONARY EMPLOYEES**

A. The first ninety (90) days of employment with the Township for all employees shall be a probationary period. After the ninetieth (90<sup>th</sup>) day of such probationary employment, the probationary employee in question will be required to pay dues in accordance with Article II of this Agreement.

B. During the aforementioned probationary period, the Township may discharge such employee for any reason whatsoever. An employee who is discharged during his probationary period shall not have recourse to the grievance procedure as set forth in this Agreement.

C. During probationary period, the employee will not receive any benefits that would normally accrue to a full-time permanent employee of the Township, such as sick leave or vacation days, but shall receive insurance coverage pursuant to the applicable insurance plan(s). If the employee is hired on a permanent basis, all benefits will accrue to him retroactive to his original date of employment with the Township.

D. If an employee is injured during his probation and is extended such leave of absence pursuant to Article IV, his probation will be placed on hold and will recommence at the return of the employee from injury leave.

## **ARTICLE XXII**

### **CLOTHING ALLOWANCE**

A. Each employee is entitled to a yearly clothing allowance in an amount not to exceed \$600.00 starting January of each calendar year. Each employee may purchase his/her own uniforms provided the entire department purchases from the same source. All uniforms are to be identical in design and in color. Work shoes are to be included in the clothing allowance. All purchases will be billed by the vendor directly to the Township. All other clothing purchased by the employee shall be at the employee's expense. Weather gear, shields and goggles shall be provided as necessary. The employee hereby agrees that patches made available by the CPWM must be maintained on the uniform at all time.

B. It shall be the responsibility of the employee to adhere to the dress code and wear the proper items of clothing. Employees who do not wear their appropriate uniforms or identification badges in the approved location complying with the dress code or appear on the job without the proper clothing shall be subject to disciplinary action.

C. An employee not entitled to a clothing allowance will have any article of clothing and/or equipment replaced by the Township in the event it is damaged while in the performance of duty, so long as the article/equipment is turned into the CPWM or designee for review. The final replacement determination shall be at the discretion of the CPWM.

## **ARTICLE XXIII**

### **DISCIPLINE**

A. The Township shall not discipline any member of this bargaining unit without cause. Cause shall include, by not limited to:

1. Violation of any federal, state county and/or local law or regulation, either by indictment and//or conviction;
2. Conduct unbecoming a public employee;
3. Neglect of duty;
4. Failure to comply with the legitimate work assignments by the CPWM or designee;
5. Chronic and/or excessive absenteeism of tardiness;
6. Insubordination;
7. Any violation of posted safety regulation;
8. Inability to perform duties;
9. Possession of a weapon on Township property;
10. Intoxication and/or possession of alcohol or a controlled dangerous substance on Township premises;
11. Falsifying any Township documents or record, including an employment application;
12. Misuse of public property, including motor vehicles;
13. Sleeping on duty.

The above list is illustrative only and there may be other causes for disciplinary action.

B. All disciplinary action taken by the Township will be in one or more of the

following formats:

1. Informal, private or oral reprimand by the CPWM or designee;
2. A written memorandum of censure by the CPWM or designee with copies to the employee, his/her personnel file(s) and the Union;
3. Suspension from duty with or without pay not to exceed three (3) working days by action of the CPWM or designee;
4. Suspension from duty without pay irrespective of time frame taken by action of the Township Committee.
5. Demotion by action of the Township Committee. Demotion shall include, but not be limited to, a change in job title and/or loss of pay.
6. Dismissal from the Township's employ by action of the Township Committee.

C. Nothing shall require the Township to take disciplinary action in the order of appearance in this Article so long as the action taken is related to the severity of the offense determined to have occurred.

D. All documents in any way connected with an employee's disciplinary history shall be placed permanently in the employee's personnel file and may be viewed in accordance with the terms of this Agreement.

E. Newly hired probationary employees may be separated from their employment by action of the Township Committee or designee at anytime without recourse from said employee.

F. An employee who is terminated shall not be entitled to payment for any unused benefit days.

G. An employee may only appeal a disciplinary action by means of the procedures set forth in Article VIII.

## **ARTICLE XXIV**

### **GENERAL PROVISIONS**

A. No employee shall make or be requested to make any agreement or to enter into any understanding which is inconsistent of conflicting with the terms and conditions of this Agreement.

B. The Township shall have a bi-weekly pay schedule for the employees covered under this bargaining unit by this Agreement.

## **ARTICLE XXV**

### **FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

## **ARTICLE XXVI**

### **LICENSES**

A. In an employee loses a license necessary to perform a job function, the employee shall remain on the job, for a period not to exceed six (6) months, in a capacity that the Township (CPWM or designee) feels the employee will be qualified to handle during the period as set forth by the Township (not to exceed the amount set forth above) if such a job exists. This does not mandate that a job will be made available where none exists. This article shall apply only to one offense (the first applicable); the second offense will result in immediate dismissal, unless the loss of license term, as to the first offense, exceeds the six (6) months in question, wherein the employee shall be dismissed immediately even if it is the employee's first offense.

B. The employee will be paid at the rate of pay for the job he is assigned to by the Township due to the loss of license. Anyone who fails to promptly notify the CPWM or designee of the loss of license shall be subject to discipline; if the discipline is a suspension, it will be without pay. The Township reserves the right to discipline an employee for the underlying reason in full force and effect until the license is restored by the New Jersey Division of Motor Vehicles, where applicable, subject to the maximum time frame set forth above.

## **ARTICLE XXVII**

### **SUBSTANCE ABUSE POLICY**

The existing Township policy shall apply.

## **ARTICLE XXVIII**

### **RECORD KEEPING**

A. All employees are required to complete a time card when they arrive for work and when they complete work at the end of the day. The recording on the time card must be completed in pen. Time cards must be signed by both the employee and the CPWM and include the total number of hours actually worked each week. The employee's signature(s) certifies that the "actual hours worked as shown are correct" and the other signatures indicate that the hours worked have been verified.

B. All incidents of absence or tardiness must be explained on the time card in the space provided for this purpose. A time card will not be accepted as complete unless it accounts for all scheduled working days.

## **ARTICLE XXIX**

### **PERFORMANCE APPRAISAL**

The Township shall evaluate an employee's performance pursuant to conditions established by the Township, at least on a yearly basis, in writing on a form generated by the Township. If the employee refuses to sign the appraisal, the Township shall acknowledge on the appraisal that the employee refused to sign.

## **ARTICLE XXX**

### **OUTSIDE EMPLOYMENT**

Full-time employees shall not accept outside/off-duty employment or engage in outside/off-duty business activity if there is any reasonable probability that such employment will interfere with the employee's on-duty performance or availability to work call out situations when the job requires or compromise the employee's position with the Township as a result of a conflict of interest.

## **ARTICLE XXXI**

### **LAYOFF**

A. In the event of a layoff the Township hereby agrees that layoffs shall follow the seniority preference, as set forth in Article IX, Section C of this document. Furthermore, in the event of a layoff, no seasonal/part time employees shall be added or hired. The restriction to rehire after a layoff has been instituted shall expire after a full two year period from the onset of the layoff.

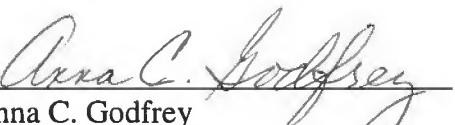
## ARTICLE XXXII

### DURATION

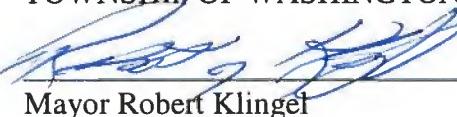
This agreement shall be in full force and effect as of January 1, 2013 and shall remain in full force to and including December 31, 2015 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter until one party or other gives notice, in writing, no sooner than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Washington, County of Warren, and State of New Jersey on this 1<sup>ST</sup> day of January, 2013

ATTEST:

  
Anna C. Godfrey  
Municipal Clerk

TOWNSHIP OF WASHINGTON

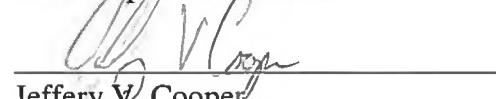
  
Mayor Robert Klingel

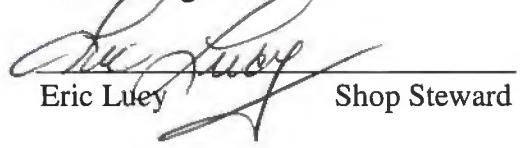
ATTEST:

  
Peter H. deBoer Jr.  
Township Administrator

Teamsters Local Union No. 469

  
Michael L. Broderick  
Business Agent

  
Jeffery V. Cooper  
Assistant Superintendent of Public Works

  
Eric Luey  
Shop Steward